

1888-021

Lee Co

Chancery Causes: Hurst + Shelbourn } vs. Elkanah Wynn &

Hurst, Shelbourn, Brown, Minter, Gilley, Pridemore, Witt, Legg,  
Bailey, Shoemaker, Huff, Orr

CA-Debt

T-Property



To the Hon. H. K. Morison Judge of  
The Circuit Court of Lee County,  
Va.

Your orators Wm. D. Hurst and  
S. C. Shelburn, merchants and  
partners, under the firm name  
and style of Hurst and Shelburn  
Humbly Complaining would re-  
spectfully represent, that in the  
course of their business, one Elkannah  
Hyma, gave to one E. Brown an  
order for goods to their store, dated  
Oct. 9<sup>th</sup>, 1886, which is herewith filed  
as part hereof marked "A" and on  
April 2<sup>d</sup>, 1887 said Hyma accepted  
the amount of \$69.94, in pursuance  
of said order, in writing signed by  
him. This acceptance is also herewith  
filed marked "B" and is prayed to  
be considered as part hereof. They  
also purchased from Wm. D. Hurst  
a due bill dated Nov. 4<sup>th</sup>, 1886, which  
has a balance of \$10.84, due them.  
These sums are each due your  
orators. This last due bill will  
also be found filed herewith as  
part hereof marked "C" and is also  
prayed to be considered as part hereof.  
The said Hyma is a non resident



of this Commonwealth, but has debts due him in the State of Virginia and County of Lee: He has a debt due from one Wm T. Gilley for the sum of one hundred dollars; which is a sum raters are advised sufficient to pay their claim.

The object of this bill therefore is to obtain a decree, against said E. Wynn for the amount due from him, and to have the debt due from Wm T. Gilley attached and held liable for the payment of the same, and to this end they pray that Elkanah Hym E. Brown and <sup>Wm T. Gilley</sup> ~~Left~~ <sup>Wm T. Gilley</sup> ~~Munster~~ be made parties defendants to this bill and answer its allegations upon oath and upon a hearing a decree be rendered making disposition of said claims and debts in accordance with the object & prayer of this bill and for all other further and general relief may be issued.

A. L. Friedman  
for Plffs



Yours alleges that, the timber of said  
Brown, has been sold long  
before the institution of this suit  
and so the said, money due  
under said order was due &  
payable by reason of its  
sale of said logs long before  
the institution of this suit - And so  
the retained money in its order for  
\$35.84, has long since been paid  
and said order due & payable  
And the timber being thus sold  
as stated the order of the said  
Wynn to pay when sold, be-  
came due & action thereon ac-  
crued & became due & pay-  
able long before the institution  
of this suit -



74.00  
 8.50  
 3.10  
 0.00  
 44.50  
 45.00  
 34.00

Hurst & Shelburn

Bill Chy  
 Foreign attachment

E. Hymn et al

1887 May. Bill filed  
 order sub. vs non resident

Sha had on home depts  
 + D. Kiser as to them

11 June July Cont'd.

11 Aug. Order sub. Cont'd.  
 D. Kiser confirmed &

Cause set for hearing.

1888 Apr. Decree & auld

11 Sept Decree final

850

72

40

1.66

11.28

2.50

1.66 to Aug 1 1885  
 34.00  
 2.52  
 38.16  
 15.00  
 23.16



To the Hon. John A. Kasey Judge,  
of the Circuit Court of Lee County.

Your petitioner A. L. Pridemore  
would respectfully represent that  
he was a member of the late  
law-firm of Hagan & Pridemore -  
and that on the dissolution of  
of said firm he became enti-  
tled to all debts due said firm  
for professional services ren-  
dered in the County of Lee -

Said firm had due them for  
professional services a judge-  
ment against Samuel K. Duff Jr.  
James D. Duff & Margaret Duff for  
\$105.20 to be discharged by \$52.60  
with legal interest from the 20<sup>th</sup>  
day of Sept. 1877 till paid and  
\$3.27 costs. On this there is a  
Credit of \$6.55 paid about the  
date of said judgement - is all  
that is known to him to have  
been paid.

This judgement has been long dock-  
eted so as to constitute a lien  
upon the defendants land -

One R. D. Flanery has now a  
bill pending in this Hon.

Court to enforce a lien upon said



Duffy (J. H.) land. In this suit your  
petitioner is advised he has such an  
interest as that he should be made  
a party, or at least that his said  
judgment should be therein  
considered and enforced. To that  
end he prays that the plff so  
amend his bill and allow your  
petitioner to be made a party  
& file his answer setting up his  
said judgment & as in duty  
bound he will ever pray &c  
A. S. Ridemore



A. L. Fidenor

In Coll. 10.

Henry C. Duff



Virginia.

Lee Circuit Court.

Honorable W. S. K. Morison Judge  
of The said Court in Chancery.

The demurer and separate  
answer of Elkanah Hyman a cit-  
-izen of The State of Kentucky to a  
bill of Complaint exhibited in this  
Honorable Court against him and others.  
Respondent for demurer says, The  
Complainant's bill is not suf-  
-ficient in law; but if any other  
or further answer is required, he  
says, it is true, that he gave an order  
to The Store of Complainant, add-  
-ressed to one Jasper With a clerk  
in The Store of Complainant, dated  
October the 9<sup>th</sup> 1886 and filed as  
exhibit "A" with Complainant's  
bill. It is true also, that Respondent  
accepted an order for the sum  
of \$ 69.94 cents, which acceptance  
bears date April 2<sup>nd</sup> 1887 and is  
filed with Complainant's said bill  
as exhibit "B". This order of October  
9<sup>th</sup> 1886, and the acceptance of



April 2<sup>nd</sup> 1887, each and both  
of them clearly and unmistakably  
show that Respondent is not due  
the complainant any thing  
or is bound for any sum of money  
until certain timber belonging  
to the said Brown is sold, and  
the said order of October 9<sup>th</sup> 1886  
and the said acceptance of April  
2<sup>nd</sup> 1887 is here invoked as evidence  
of this fact, marked 'A' & 'B' res-  
pectively. When the timber afore-  
said is sold, then Respondent  
will be ready to make good his  
undertaking, until which time  
there is no obligation either legal  
or moral binding upon this  
Respondent to answer the de-  
mand of the complainant.

There is nothing due by him  
to warrant this proceeding.

Respondent denies that Com-  
plainant purchased of

Miner a due bill against  
him on which there is a balance  
of \$10.84 due. He denies that the  
paper filed with complainant  
bill as exhibit 'C', ever upon



its face purports to be a due bill, an inspection of which is invoked by the Court.

Respondent denies any knowledge of such paper, denies that he ever executed any such paper or authorized it to be done, denies any and every kind of communication with it, and is much surprised to see such paper filed as an exhibit in this cause, purporting to be genuine. Let it be what it may, it's a forgery, and no liability rests upon him to pay it, or any part of it. Respondent admits he is a non resident of the State of Virginia, but denies that Mr. T. Gilly owes him a debt of one hundred dollars, having long prior to the institution of this suit sold and assigned to one H. C. Hyman a note which he held on Mr. T. Gilly, C. B. Howard and J. E. Hobbs, the date of which assignment is November 2<sup>nd</sup> 1886, and has long since, and before the institution of this suit received in full payment from the said H. C. Hyman. The balance



of the said note. Respondent  
denies that W. J. Gilly owes him any  
sum of money evidenced by note  
except jointly with the said Hobbs and  
Howard, and denies any property  
whatever in this note, but avers  
the same to be in the said M. C. Gilly.

Having now fully answered each  
every and all the allegations of  
Complainant's bill, your Respondent  
prays to be hence dismissed with  
his proper costs in this behalf most  
unjustly expended, and as in  
duty bound he will ever pray

Richmond & Or.

P. Dwyer

Virginia }  
Lu County } ss.

This day personally  
appeared Ekanah Dym before me  
the undersigned and made oath  
in due form of law, that the matters  
and things set forth in the foregoing  
answer are true, Given under  
my hand this the 29<sup>th</sup> day of  
August 1887.

James W Orr, Court  
in chancery



R & O.

Eckman & Myers

ads

} answer

Ward & Shelburne

Filed in open  
Court by leave  
thereof, to which  
J. H. Shepard  
decedently Sept  
2<sup>d</sup> 1877

In H. Fayette



Hurst + Shelburne Defts.

against-

S. Wynn et als Defts.

In Chancery

It being admitted by the Counsel  
~~for the parties to this suit~~, that the  
matters here involved have been  
settled between the parties, and that  
the cause is to be dismissed each party  
paying one half of the costs. It is there-  
fore ordered that this cause be dis-  
missed each party paying one half  
of the costs. and the cause is stricken  
from the docket.



Gurst & Shelbourn

vs { Decree Final

E. Wynn et als

Entered Page 155

Thos. Clerk

Enter this decree

H. S. K. M.

Sept - 5th 1888.



Murst & Shellbourne

against-

E. Hyman et als

Plffs

Defts

In chancery.

This cause came on this day to be heard upon the exceptions filed by the plaintiffs to the depositions filed in the cause by defendants on the 23rd day of March 1888, and the exceptions of the defendants taken to the deposition filed in the cause by plaintiffs March 26th 1888, and was argued by Counsel.

On consideration whereof said exceptions are each sustained, and said depositions are quashed, and on motion of the plaintiffs and for reasons appearing to the Court leave is granted them to retake their said deposition, and on motion of the defendants and for reasons appearing to the Court leave is likewise granted them to retake their said depositions. And the Cause is continued until the next term.



Thurs & Shelburn

vs { Order.

E. Wynn et al.

Entered, Clerk

1873, page 152

H. H. Hyatt & Co.

Enter this Order  
H. H. Hyatt

Apr 5, 1888.



Desret & Shelkover

Plffs

against

C. Hyman & Co

Defds

For Recovery

This Cause came on again to be heard upon  
the papers formerly read in the Cause,  
upon <sup>filed by defendants</sup> the exceptions <sup>filed by plaintiffs</sup> to the depositions, <sup>filed</sup>  
~~in the Cause for Nov 14th 1887,~~  
~~plaintiff filed by defendants,~~ and was argued  
by Counsel, On consideration whereof it is  
adjudged, ordered and decreed that said  
depositions be and are hereby quashed and  
leave is granted the plaintiffs to retake ~~the~~ <sup>the</sup>  
~~deposition~~ same, and on motion of the defend-  
ants and for reasons, appearing to the Court,  
the depositions filed <sup>by them</sup> in the Cause Decr 5th 1887  
are likewise quashed, and leave is given  
them to retake the same. And the Cause is  
Continued.



Wm. not Shellhorn

03 } Order

E. H. H. H. H.

Entered page 153

005 20 3

01 (nation

Enter this Order  
H. S. H. H.

Over 900 1887.



Hurst & Shelburn Plffs } In the Circuit  
 Against } Court of Lee Co  
 E. Wynn &c Defts } Va

The deposition of J. F. Witt  
 taken pursuant to motion herewith filed taken  
 before

on the 12 day of Nov. 1887 at the Stone-house  
 of Hurst & Shelburn in Lee County Va. To be  
 read as evidence in a suit now pending  
 in the Circuit Court of Lee County Va  
 in which Hurst & Shelburn are Plaintiff and E.  
 Wynn are deft. The deponent being of lawful  
 age and after first being duly sworn by  
~~me~~ deposes and says as follows.

Question first by Plff

Please state whether or not you  
 was doing business for Hurst & Shelburn in  
 the Crab Orchard Lee County Va in the Year 1886.

If so state all you know concerning the  
 transactions you had with E. Wynn the  
 deft in this action.  
 ans.

I commenced doing business for Hurst & Shelburn in Crab Orchard Lee Co Va. Sept 1st  
 1886 & continued until May 1st 1887, during  
 this time I received an order from Elkanah  
 Wynn, <sup>about Oct 7-86</sup> stating to let E. Brown have goods &  
 he would see that I got my pay when Browns  
 timber or logs were sold. In this order I sold  
<sup>sold</sup> Brown goods to the amount of sixty nine (\$69)  
 dollars & some cts. After the log buyers or



Branders came along I went to Wynn and called on him for some money. Wynn acknowledged that Brown's logs were sold, but said that Brown claimed that his account was too large, but said if Brown said so he would pay it. I then went to Brown and got an order from him directing Wynn to pay the entire acct, and presented the same to Wynn and he accepted said order according to the first order he gave. Wynn acknowledged that Brown's logs were sold. The order from Brown to Wynn was merely to satisfy Wynn that Brown was not dissatisfied with his acct. The last time I called on Wynn was April the 2<sup>nd</sup> 1887

J. F. Witt

Investment 2<sup>nd</sup> by Plff.

Please State all you know concerning a certain due bill you got on E. Wynn.

Ans.

I bought a due bill on E. Wynn about Mch 15. 1887 of Jeff Minter. The amount of said due bill was about \$35.84 and dated Nov. 11<sup>th</sup> 1886. and had a credit on it of \$25.00. I presented said due bill to said Wynn about March the 28<sup>th</sup> 1887, and he acknowledged the execution of the same but said he thought he had paid it. The due bill was to be paid when Wynn got his retain money.

Retain money ~~among~~ means an amount held back on logs after they are sold until they are delivered or <sup>rolled</sup> in bed of creek.

And further this deponent said not

J. F. Witt



Also the deposition of J. K. P. Legg taken at the same time and place and for the purpose set forth in the Caption.

The witnesses being of lawful age and first being duly sworn by me deposes and says

Investigation by Plaintiff

Please State whether or not you was present at E. Wiggins on or about the 2nd day of April 1887. If so State what E. Wiggins said as to Wm J. Billy being indebted to him.

Ans. Mr. E. Wiggins stated that Wm J. Billy was owing him for cattle.  
And further this deponent says not.  
James K. P. Legg

Also the deposition of Carr Bailey taken at the same time and place and for the purpose in the Caption mentioned. The witnesses being of lawful age and first having been duly sworn by me deposes and says.

Investigation by Plaintiff.

Please State whether or not you was present at E. Wiggins at any time and heard a conversation between said E. Wiggins and Jasper F. Witt in relation to the payment of an account said Witt had for Hunt & Shellen against E. Wiggins for goods sold to E. Brown on said Wiggins order.

Ans. I was at E. Wiggins house about

the last of March 1887. I heard Wiggins say to Mr. J. F. Witt during the conversation that if Brown said pay the account he (Wiggins) would pay it.

Please State what E. Wiggins stated as to the sale and branding of Brown's logs.

Ans. Mr. Wiggins said that there were 17 of Brown's logs branded and sold at the first branding. Wiggins said that Brown had more logs sold and branded afterwards. Think it was more at the last than the first.  
Think it was 25 or 30 logs.  
Investigation by Plff

Did Brown have a good lot of logs.

Ans. He did have a good lot of logs but I do not know the number of logs he had. Logs were never branded until after they were sold.

And further this deponent says not.  
Carr Bailey

Verdiction by Jury to wit: -  
The jury find that the evidence is sufficient to establish that the said Wiggins did not pay the account of Hunt & Shellen against E. Wiggins for goods sold to E. Brown on said Wiggins order.  
This 12th November 1887.  
John W. Reed, J. R.



a letter could not be sent from the  
place of service of the notice to the place  
of residence of the defendant and  
a reply from him back to the said  
Richmond & Orr in time for them  
or one of them to attend the place  
of taking the said depositions.

The notice was served on J. W.  
Orr. of Richmond & Orr. on Wednesday  
evening at 2 P.M. The 9<sup>th</sup> and Saturday  
the 12<sup>th</sup> fixed as the day of taking  
the depositions.

Richmond & Orr.

<sup>reading of them</sup>  
~~These~~ depositions ~~are~~ excepted to, for want of  
 sufficient notice, the defendant being ~~in~~ <sup>an</sup> ~~in~~  
 resident, residing in the State of Ky about 30 miles  
 distant from the office of Richmond & over <sup>his</sup> on whom  
 the notice was served on Wednesday evening at  
 2 o'clock P.M. so that by <sup>and ordinary</sup> due course of mail  
 (over)

Charles Hubbard  
 Dec 10.

Recd from J.P.  
 Charles Hubbard taken  
 and filed Jan 12/1887  
 Wm. H. Hays

Charles Hubbard  
 Dec 9/1887  
 on motion of J.P.

Dec 10  
 100 - 100  
 100 - 100  
 100 - 100  
 100 - 100



The State of Texas,  
County of Parker } I, Thos A. Myer  
Clerk of the County  
Court of Parker County, Texas, have  
on this the 23<sup>d</sup> day of March 1888,  
at the County Clerk's Office, of the  
County of Parker State of Texas,  
taken the Oaths of Carr Bailey,  
to certain interrogatories propounded  
to him by the Plaintiff in a certain  
Cause pending in the Circuit  
Court of Lee County State of Virgin-  
ia, wherein, Hurst & Shelburn  
are plaintiffs & Elkanah Wynn,  
and others are defendants.

The witness being of lawful age  
and after first being by me duly  
sworn deposeth and saith as  
follows:

Question 1<sup>st</sup> by Refs.

Please state whether or not  
you ever heard Aft, Elkanah Wynn  
say anything about selling the logs  
which he held of E. Brown's to pay  
the debt in controversy to Hurst &  
Shelburne.

Ans.

I was present about March 1886,  
when a conversation took place between  
J. F. Will and defendant Elkanah  
Wynn. Wynn stated in the con-



Version that the first time the  
trappers or log buyers come  
along, they 17 of Brown's logs ~~were~~  
sold or branded and that the  
second time they came 25, or  
26, were branded or sold,

Question 3<sup>rd</sup> by Ref.

Please state whether or not  
Brown's logs were a good lot, and  
what such logs usually brought  
when sold?

Ans.

Brown had a good lot of logs.  
And such logs were then selling  
for, from three to five dollars each,  
on the Clover Fork, where these logs  
lay.

And further this deponent  
saith not.

Carr Bailey

The State of Texas } I, Thos A. Mythe  
County of Parker } Clerk of the County  
County of Parker }  
Texas, do hereby certify that the foregoing  
and answers and depositions were  
made before me by Carr Bailey, and  
were sworn to and subscribed by him  
before me at the County Clerk's Office of  
Parker County, State of Texas on the  
23<sup>rd</sup> day of March A.D. 1888,  
Given under my hand and





Official seal at  
Office in the City of  
St. Louis, this the 23<sup>rd</sup>  
day of March 1888.

Thos A. Nystie

Clk County Court, Parker, Co, Mo.

By R. J. W. Renzie

Deputy



This deposition is excepted to, because  
the same was not taken before any officer  
authorized by law, having been taken  
in the State of Texas.

Reuben S. & Co.

Wurst & Schubert

vs

Elkanah Wyman

Deposition of  
Leas Bailey

Filed March 26/88  
J. C. Wyman & Co.



Elkanah Wynn

TAKE NOTICE, That \_\_\_\_\_ on the 23 day of

March, 1888, at The Clerk's office of the County  
Court of Parker County Texas, at town  
of Weatherford in said County & State  
will proceed to take the deposition of Carr Bailey

which, when taken, are intended to be read as evidence on our behalf in a certain suit in Chancery  
now pending in the Circuit Court of Lee County, State of Virginia, in which  
we are ~~plaintiff and you~~ plaintiff and  
you and others are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the  
taking thereof will be adjourned from time to time, and from place to place, until completed.

Feb. 29, 1888

Very Respectfully,

Hurst & Shebourn



we accept legal service of  
the within notice - Feb 29/88  
Richmond & Co. attys  
for Debt.

John & William  
T. W. W. W.  
W. W. W.  
W. W. W.  
W. W. W.



The Deposition of Elisha Brown  
Taken at William R Bailey's Stone  
House in Harlan County Kentucky  
on Clowerforks of Cumberland River  
on the 19<sup>th</sup> day of March 1888 pursuant  
to notice To Be read as Evidence in  
a suit in chancery now pending in  
the circuit court of Lee County Va  
in which Hurst & Shelburn are  
Plaintiffs and Elkanah Wynn &  
others are defendants The said Elisha  
Brown Being a witness of lawful age  
and first Being duly sworn deposes &  
says I have not sold The Timber To  
pay the Hurst & Shelburn order But  
i authorized E Wynn To sell it for me  
But i do not know whether it is sold  
or not The last time i past last  
Summer or fall The place The Timber was  
lying there Witt said it was a queer  
order The Timber might never Be sold  
But i Recand i will Rest it i nearly  
~~i had~~ heard The Timber was sold when i told  
em Witt There wear some of The logs there  
some 3 or 4 weeks ago The last time i passed  
there. i put in some 90 logs or  
more in Clowerforks i mean on the Banks  
But i was not closer To them when i passed



There a Bout 40 yards there was some  
40 or 50 logs there then that i knew  
I turned over all the logs i had to  
Defendant to pay the debt now in  
controversy. Part of the logs was washed  
away before they was sold i found  
20. or 30 after they washed off a long the  
River these logs was half mine &  
the other half was Elkanah Wynn  
i owed the said E Wynn some and  
said Wynn was to pay him self  
out of the first timber that was  
sold out of these logs a-bore mentioned  
Before Witt was to have his pay  
i saw these logs on the Banks after  
the Branded logs was Roled in the  
River a bout last christmas i made  
a contract with the said Wynn i gave  
him the Balance of the logs to pay  
the debt in controversy  
and further this Dependant testified <sup>his</sup> Elisha + Brown  
marks

and Elkanah Wynn an other witness  
of lawfull age and Being first duly  
sworn deposes & ~~says~~ says he sold the  
Gilley note to Wm E Wynn before the  
Brown debt was made. This is the same



erate i Told Col Slump & Jolb Gegg  
i got from W. J. Gilley & others for cattle  
and the reason my son left it with  
me he said he thought Mr Gilley would  
come there to pay it the winter due  
Bill is august i Told Witt i would not  
pay it, as to the Brown Debt he had  
the timber on the Banks that i gave  
Brown half to Banks the timber and  
out of Browns half he was to pay me  
what he owed me he fore any of it  
was paid on the Witt order i Told  
Witt that some of our logs was sold  
and if they was any thing was over  
after my Debt was paid i would pay  
the Balance over to him on the  
Brown order But i find they was  
not a nough to pay me of the logs. sold  
at the time that Col. Slump & Jolb. Gegg &  
Green Thuff & W. J. Shoemaker was at my  
house with Gasper Witt i Told Witt  
the logs was not sold ~~but~~ and <sup>the</sup> Debt  
was not to Be paid untill the logs  
was sold & Witt <sup>said</sup> if the logs was never  
sold the debt would never Be paid  
and i said no. he said it looked  
hard to never get his pay i Told him  
he aught not made such a contract



i further state that i did not acknowledge  
the minutes due Bill To Witt nor  
no Boddy else To Be Just  
a Bant last Christmas i took Browns  
logs and was to pay The ~~Deft~~  
Brown order in controversy  
i have since paid The Brown order  
and Took a Receipt for the same and  
have filed it with these Depositions  
and further this Deponent saith not  
Elkanah <sup>his</sup> + Wynne  
mark

and William J Shoemaker an other  
Witness of Lawfull age and Being  
Solely Sworn Deposes and says i was  
at the Defendants House When Col slump  
J. K. F. Legg + Jasper Witt come - Then i heard  
Deft say he would pay Witt When  
the logs were sold according to contract  
and if the logs are never sold The Deft  
is never due Witt said it looked hard  
never to get any pay and Deft told him  
he ought not to make such contracts  
i do not Remember to have heard  
Deft say To Witt if Brown says pay  
The Deft i will pay it i heard Deft  
tell me Witt that he Deft did not



owe the winter Due Bill and would  
not pay it and further this Deponent  
saith not William J. <sup>his</sup> Shoemaker  
<sub>marks</sub>

and Green Buff are other witnesses of  
Lawfull age and Being duly sworn  
Deposes and says i was at the Defts  
house when col. Slomp & J H & Jegg &  
~~was~~ J Shoemaker & others were there  
Col Slomp went to pay Defendant  
~~some~~ money and said to Deft can  
you do any thing for these Boys  
that is J H & Jegg and Gaspe Witt and  
Mr. Wynn told them he could not  
pay them. That Browns logs had not  
been sold yet or not all of them  
i am not certain which he said  
Witt said he wanted his money, Wynn  
said when Browns logs are sold  
i will pay the Brown order to you  
and further this Deponent saith not  
Green Buff

and William C. Wynn are other  
witnesses of Lawfull age and Being  
duly sworn Deposes and says  
winter brought the due bill in contrary  
to me and I paid him \$25-00 on it



i then <sup>saw</sup> Elkanah Wynn he said not  
to say any more on it he never gave  
any such a Blue Bill. i afterwards saw  
Samuel Oakley present the same  
Blue Bill to the Dept and he said it  
was not just and would not say  
it i paid Elkanah Wynn for the  
Gilley note in October 1886  
it was assigned By him to me  
Novr the 2<sup>nd</sup> 1886 and i left the  
note with him and he has had it  
ever since only once when i  
took it over for collection i have  
kept the Books for me and E Wynn  
of our logs that has been sold  
i find 17 logs of Brown & Wynn  
has been sold those logs was  
Partnership logs our logs Brought  
a Barnt \$2.40 per log the Rest of the  
Brown logs was not sold untill last  
winter When E Wynn Bought them  
to pay the Brown order i filed  
my Gilley note with my former  
depositions the Defendant assigns  
his name By mark

W. C. Wynn



I William R Bailey Examiner for  
Harlan County Kentucky Do certify  
that the foregoing Depositions of  
Elisha Brown and Elkanah Wymer and  
William J Shoemaker and Green Huff &  
William C Wymer was taken ~~before~~  
and subscribed and sworn to before  
me at the time and place and for  
the purpose mentioned in the  
caption that said Depositions were  
sealed up by me and deposited in  
the mail directed to the Clerk of  
the Circuit Court of Lee County Va  
with out Being <sup>out</sup> of my possession  
or changed or altered after they were  
taken given under my hand

This the 19<sup>th</sup> day of March 1888

William R. Bailey. Examiner

|                            |             |
|----------------------------|-------------|
| Elisha Brown. Claims 1 day | \$1 00      |
| Elkanah Wymer - - - -      | 1 00        |
| William J Shoemaker        | 1 00        |
| Green Huff                 | 1 00        |
| Wm C Wymer                 | <u>1 00</u> |
|                            | 5 00        |
| Examiners fee              | <u>3 00</u> |
|                            | 8 00        |
| mailing & Postage          | <u>12</u>   |
|                            | 8 12        |



The within depositions are accepted  
to because not taken by any  
officer authorized by law, and because  
taken without notice April 3, 1888  
H. L. Pringle

Depositions  
Hunt & Chalburn  
& Plaintiffs  
vs  
G. W. Hunt & others  
Defendants  
Received by Reg.  
letter & filed March  
23<sup>rd</sup> 1888.  
J. A. Wyatte

Cost of Deposits 12



The deposition of J. F. Webb taken at the store-  
house of Hunt & Shelton in Lee County, State of  
Virginia on the 10th day of March 1888. Which  
is intended to be read as evidence on behalf  
of the Plaintiff in a certain action now pending  
in Chancery in the Circuit Court of Lee County Virginia  
in which Hunt & Shelton are Plaintiffs and Elkman  
Wagon & others are defendants. The testimony being of lawful  
age and after first being duly sworn deposes and says  
as follows:

Location 1st by Plff.

Please state whether or not you have been paid  
for Hunt & Shelton or not?

Ans.

I was being paid for Hunt and Shelton  
and on the first of Sept 1886 I commenced calling upon  
for them in Cash or kind in any way.

Location 2nd by same.

Please state all you know in relation to  
the Order Elkman Wagon gave one E. Brown  
to run for goods and the conversation Wagon had with  
you after wards about the same.

Ans.

About Sept 1st 1886 I received an order from  
Elkman Wagon stating to let E. Brown have goods & he  
would see that I got my pay when Brown paid his bill  
to him. On this order I told him Brown paid to the  
amount of \$67.75. He then told me the balance on



Log buyers came along I went to find Brown  
and called on him for the amount that a Brown  
had tendered. Brown told me that Brown had only  
15 logs branded or sold and he would like to come  
to court and show him the branders came again &  
he would give other orders to me and I promised  
to do so. The second time the brander came along  
I went along I went to find Brown again  
and called on him for the amount. He said that  
Brown had some logs branded or sold but were not  
all branded yet. I think he said Brown had 20 or 25  
logs branded or sold the last time the brander came along  
logs were there. He also told me that Brown said  
I had him charged with too many goods but if Brown  
said for him to have his debt he would pay it. Then  
and he would not. I then went to Brown and got an  
order to send Brown for the amount which he (Brown)  
had traded & Brown accepted the order according to  
the previous order which he had given. This last time  
Brown Brown was specially to show Brown that  
Brown was satisfied with his account.

Brown had a good lot of logs and such logs I  
were then selling at three to five dollars each.  
(Dec 10 to 1882) Though they might not brought quite so much.  
Investment 3rd by Plaintiff

Please <sup>state</sup> what you know about the double  
you bought from one Winter as E. Wyman?  
(Ans.)

I bought a double Winter on 5 Wyman  
Bank \$25.00 with a credit endorsement on it of \$25.00  
I presented the same bill to Mrs. Wyman and he

acknowledged the execution of the same but said  
he thought he had paid it.

Investment 2nd by Plff.

For please state whether or not  
the logs at the Brown Creek log yard brought  
would bring a sum sufficient to pay the amt  
claimed by Plaintiff's bill for this debt against  
Wyman?

Ans.

I believe they would bring more than  
enough to pay this debt at the prices they  
were selling at at that time.

For further this before you say

(Not)

Investment by Defts Counsel.

Did you state your deposition yourself?  
Ans. I did.

Question - When - where did you have the conversation  
with Mr. Thompson?

Ans. Once at his own house & once above  
his house on the Cloverfork & can't give  
the exact date.

Question - When did the last one occur?

Ans. Near the 25th of March 1884.

Question - Who was present at this conversation?

Ans. ~~at one time~~ The last time Col. Golding  
& Polk Legg was present. I don't remember  
any one else present at this time.

Question - Did not Mrs. Wyman tell you on that occasion that  
Mr. Brown's logs had not been sold but that he would  
have it under when they were sold from Brown



was satisfied with the account?

Ans. He said if Brown would pay it he would. Otherwise he would not. He said part of the logs had been burned or sold & he would look up or measure up & see what the logs come to & if they were sufficiency sold he would pay the debt, & if I would get an order from Brown he would except the order & pay the debt.

Thos. Did you get this second order and if John & I have did we then accept it?

Ans. I got the order the same day & he accepted the order according to his previous order.

Thos. Did or not Mr. Wynn tell you in the discussion you speak of the last time that Mr. Brown & he had some business partnership and that Brown would then come that was to be paid first out of the proceeds of the logs? I don't quite remember any thing definitely about it but it seems like Mr. Wynn had some talk about some partnership logs that he & Brown had.

Thos. Did you not state in your former deposition taken in this case by Esq. <sup>that Wynn paid on this deposition</sup> that the logmen had come along and had killed Brown's logs & he only had 17 hundred, and that you would wait to amount until you all could see further?



Ans I did not say any such thing.  
Ques - Did you not state in that deposition that Mr  
Thompson had ~~had~~ to furnish Brown some  
money?

Ans I don't remember now that I do.  
Ques - Did you not state in that deposition that Mr Thompson  
gave as a reason for not paying the lumber bill  
<sup>that</sup> ~~that~~ he thought he had ~~already~~ paid it and another  
man had it there a few days before?

Ans I don't remember whether I stated  
it or not. But Mr Thompson did say that  
an other man was there a few days  
before & he thought ~~he~~ <sup>he</sup> had ~~paid~~ <sup>payed</sup> it.  
Ques - Do you or not now remember that Mr Thompson when  
you presented the lumber bill told you he knew nothing  
about it, and would not pay it and told you that  
but sold some logs on which there was some return  
money coming to him and that you had better look  
after that?

Ans That is one part I do not remember.  
Ques - The Brown's logs are an under average logs?

Ans They were average logs of that country.  
Ques - What were average logs worth?

I think

Ans They were worth from \$3. to \$5.00.  
Ques - Did you or not state in your former deposi-  
tion that average logs were worth from \$2.00 to \$3.00  
Ans I do not remember now the amount  
I said in my former deposition. But



Q. I tried to put them low enough as I knew the logs would bring the debt at the lowest figures if they were as many as they were, I did not try to give the exact price of each log.

Ans. You have said that you saw that these logs went from 20 to 25?

Ans. From supposition & what others said they got for these.

Ques. - Are you certain you ever saw the promissory note that Brown himself & other men said was his.

Ans. Where were they and were they the logs to pay this debt?

Ans. They were about one & half miles above Mr. Wynn's on the left bank as you go down the Cloverfork as to whether they were to pay this debt or not I don't know.

Ques. - Why did Mr. Brown send the second order according to the former order which was to deliver 1000 timber and was delivered of the timber but <sup>been</sup> as you state, then sold.

Ans. I don't know what motive he had in mind.

Ques. Did you ever state in your former deposition that on last conversation you had with Mr. Wynn about the order given the 2nd of 1857?

Ans. I don't now remember whether I did or not.

Ques. Was not your examination in chief in this deposition written before the parties sat for the purpose of taking your deposition and if so where & where was it written?

Ans. It was it was written here last night in the presence of Mr. Thurst & Montiff.

Q. Do you not remember that Carr Bailey & Montiff & Mr. Thurst were present during the examination you had with Mr. Wynn when last Stamp & J. R. P. Legg were present?

Ans. As to Carr Bailey they was not there as to the others I don't now remember.

Ques. Did you not state in your former deposition that Mr. Wynn stated to <sup>on this occasion</sup> you in presence of Carr Bailey that Brown claimed that he owned more logs?

Ans. He did not but on an other occasion he did but I don't remember the exact day of this other occasion but believe it was in March I do not now remember whether it so stated in my former depositions or not.

And further his Deposition & Signature  
J. F. With

Virginia, Lin County to-wit:

I V. H. Kelly Commissioner in Chancery in and for the County Court of Lin County, Virginia do hereby certify that the foregoing Deposition of J. F. With was taken pursuant to the order made for the purpose stated in the Caption and that the same was duly subscribed.



And, I want to inform you, this March 10th  
1888.

T. H. Kelly Comr

Robert Richardson

2000 2000

Dr. H. H. H. H.

Weil thought the

most in your case

there was not

March 10th 1888

Cost of 2000 5.00



J. F. Mitt

Deposition of ~~Geo~~ <sup>J. F. Mitt</sup> Taken at J. F.  
Newmans Storehouse on the ~~good~~ day of  
December 1887 to be read as evidences in  
behalf of defendants in a certain suit in  
Chancery now pending in the Circuit Court  
of Lee County Virginia which Hurst and  
Shelburn are Plaintiff and Eleanor Wynn  
& others are defendants —

And <sup>witness</sup> in Answer to Questions states after  
being <sup>by</sup> duly sworn by me,

Question 1<sup>st</sup>

By Defendant

What is the reason that Eleanor Wynn  
refused <sup>to</sup> to pay the due bill filed now in  
the clerks office of Lee County in the  
above suit

Ans

Mr. E. Wynn said he thought he had nearly  
payed it, and <sup>that</sup> another man had it  
there a few days before. This was at E. Wynn  
house in Harlan County Ky. This is the  
only time and place that I now recollect  
mentioning the due bill to Mr Wynn

Question 2<sup>nd</sup> By Defendant

What did E. Wynn say to you about the  
The Brown order that was to be paid when  
the timbers was sold.

Ans

He said the branders had come & culled  
Browns logs & he only had seventeen logs  
branded & we would have to wait till



This was about  
Dec 1886  
Dec 3<sup>rd</sup>

2

till we could see further —

what did defendant say to you about  
Brown owing him money that had to be  
paid first out of his logs —

Ans

I recollect he said he had to furnish Brown  
some provisions

Dec 4<sup>th</sup>

State what defendant said to you after  
his conversation to you at his house  
about the 28<sup>th</sup> of March 1887 when Carr  
Bailey was present —

Ans

He said that Brown said I had him  
charged with more goods than he got that  
his debt was too large, but he would  
pay it if Brown said so but if Brown  
said for him not to pay it he would not  
Valoo said Browns logs was not all brand  
ed yet that they had culled them —

Q

at another time defendant said that he  
would see if they were a sufficiency of logs to  
be branded or sold to pay this debt he would  
pay it & if we got it out of him any sooner  
than that we would have to law it out of  
him for we could not see or coax it  
out of him. but said if I would get an  
order from Brown he would accept the  
order. <sup>I got one &</sup> When I presented the order he  
accepted it according to another order



he gave Oct the 9<sup>th</sup> 1886.

Quest : What did you tell Defendant E Wynn when he come to see you about the goods that Brown had got,

Ans I told him he had got some forty or fifty dollars worth I thought but I was not positive for his Acct was not footed up & he told me not to let Brown have no more on his credit which I did not. Brown was never at the store any more that I remember of.  
Crossed Examined by

Plaintiff  
Question : What <sup>did</sup> ~~would~~ average logs usually ~~Brought~~ Bring

Ans From two Dollars & 75 cts to \$3.00  
And further this deponent says not  
J. F. W. A.



Also the deposition of Green Huff taken at same time & place and for the same purpose mentioned in the caption after being duly sworn he deposeth and says

Ques 1<sup>st</sup> What was said By Mr. J. H. Will at D. D. Wynn at defendant's house in Harlan County Ky the time Col. Slemph Polk Legg & Shoemaker & others were there—

Ans When they come Col Slemph had some money for defendant when Col went to pay defendant Col asked defendant if he could do any thing for these boys & Mr Wynn told them he could not pay them. Brown's logs has not been sold yet or not all of them. I am not certain which he said— Will said he wanted his money. Def said <sup>logs was sold</sup> when Brown <sup>the Brown order to</sup> paid him he would pay Will. And further he says not

Green Huff



Also the deposition of W. C. Wynn taken at the same time & place & for the same purpose mentioned in the caption witness being first sworn he deposeseth & says

Ques 1<sup>st</sup> By def<sup>t</sup> What do you know about the Minter Duebill

Ans Minter brought it to me & I paid him twenty five dollars on it I then saw E Wynn & he told me not to pay any more on it, that he never gave any such a duebill, afterwards I saw Samuel Oakley have the same duebill which is filed in the papers of this suit & I told Oakley he did not owe Minter anything.

Ques 3<sup>rd</sup> By def<sup>t</sup> What do you know about the note that Hurst & Shelburne Attached and executed to Carter Wynn by Wm J. Gilly Chadwell B. Howard & J. E. Hobbs. Dated Sept 21<sup>st</sup> 1886 Due twelve months after date

Ans I paid Wynn for it in Oct 1886 and it was signed over to me Nov 2<sup>nd</sup> 1886 & I left the note with him & he has had it ever since only once when I brought it over to see Gilly for collection



Ques 3<sup>rd</sup>

What do you know about Brown order  
& contract & logs { Has objects to the question  
to the timber or selling

Answer,

Ques 3<sup>rd</sup>

Do you know whether Browns timber  
that was to pay this debt ~~is~~ sold or not

Ans

I do not.

Ques 4<sup>th</sup>

Did you hear Brown give me <sup>def</sup> up  
timber to sell to pay this debt,

Ans

I heard him tell you <sup>def</sup> that he could  
have <sup>his</sup> timber to sell to pay this debt.

Ques 5<sup>th</sup>

Do you know when Deft got this note  
from J. W. Orr his Atty that the Plaintiff  
would take the depositions at Hurst  
store on the 12<sup>th</sup> of Nov 1887 that is  
now filed in Clerks office

Ans

Ans he got it out of the Postoffice  
Nov 27<sup>th</sup> 1887.

Crop Examined by Plaintiff,

Ques 1<sup>st</sup>

By Plaintiff

Was any of the Plaintiffs or there agents  
present when any of the conversations  
in Referance to the Winter due bill

spoken of either by witness and defendant or Oakley  
& Mrs Wynn

Ans

No sir not as I know of

Ques 2<sup>nd</sup>

Did you ever notify Mrs Wm J Gilly that



you had bought that note before Gilly  
 Answered in this suit as a garnishee <sup>I do not know when he</sup> <sup>was</sup> <sup>in</sup>

Ans

I never notified him till the month  
 of July or August, I am a son of Mr  
 E. Wynn the Defendant. And the Def  
 E Wynn is Perfectly good for all his  
 debts, I do not know whether whether  
 Defendant got notice of taken depositions  
 at hust store before he got the letter  
 from J W Orr on the 27<sup>th</sup> of Nov or not.

Ans

Question 3<sup>rd</sup> By Defendant

Is Brown good or not for his contract  
 or not.

Ans

I do not whether he is or not.

Ques

How does Defendant sign his name

Ans

By a mark he cant write his name

W E Wynn



Also deposition of Elisha Brown taken at the same time and place and for the same purpose mentioned in the caption, witness being by me sworn he deposeseth & says

Question! Have you sold the timber you ~~put in~~  
~~on the bank of the river to pay Hurst &~~  
~~Shelburn or not~~ To pay the Hurst  
& Shelburn order or not

Ans I have not, But I authorized Mr. E. Wynn Defendant to sell it for me, but I do not know whether its sold or not the last time I passed the place it was lying there.

Ques <sup>Defendant</sup> ~~What~~ What sort of an order did ~~you~~ <sup>defendant</sup> give you to take Mr Will agent for Hurst & Shelburn & What did he say when you took him the order —

Ans He said it was a queer order the timber might never sell but I reckon I will risk it. Did you know this timber was sold

Ans I heard <sup>you told Mr Will or did you merely hear it</sup> ~~it~~ Crop examined by Plaintiff }

Question Did you not tell Mr Will Hurst & Shelburn agent that there had been a sufficient amount of logs sold to pay this debt and more too.

Ans I did, <sup>Say</sup> Someway about that. There were some of the logs there some three or four



weeks ago the last time I passed there  
I put in some thirty logs or more  
in Cloverfork of Cumberland River or  
I mean <sup>on</sup> the bank of the river but I was  
not closer to them when I passed than  
about <sup>40</sup> ~~25 or 30~~ yds there was some forty or fifty  
logs there then that I knew —

Ans Did you not turn over all your  
logs to defendant to pay the debt in  
controversy now

Ans I did.

Ques & Do you think a man could identify  
these logs at that distance

Ans I think I could but I never stopped  
when I passed them near by road by —  
These logs were good ~~the~~ whole lot of  
them

Reexamined by defendant

Ques By defend

Were there any other <sup>big poplar</sup> logs that could  
have been brought to that place without  
being hauled up hill & across the river

Ans No Sir, could not.

Question How many of your logs was washed  
away & was they branded <sup>now</sup>

Ans I do not I found some twenty  
I did not look for <sup>the</sup> brand on the log <sup>the</sup> by  
along the river <sup>they were</sup> big fine logs & further  
he says not Elisha <sup>his</sup> Brown

Adjournd till nine O'clock Dec 3<sup>rd</sup> 1887



Dec 3<sup>rd</sup> Met pursuant to adjournment  
 Also the deposition of William J. Shoemaker  
 Taken at the same place named in the  
 caption on the 3<sup>rd</sup> of Dec 1887  
 Witness being first sworn by me he  
 deposeth & says

Question 1<sup>st</sup>

Was you at Defendants house in Harlan  
 County Ky When Col Slemph Polk Legg &  
 Jasper With come there

Ans I was —

Ques 2<sup>nd</sup> What did you hear him say about the  
 Browns order

Ans I heard him say he would pay him  
 when the logs was sold according to  
 contract, and if the logs are never sold  
 the debt is never due;

Question 3 What did <sup>we heard</sup> Plaintiff say when Defendant  
 told him he would not pay him at all  
 if the logs was never sold — He said

Ans It looks hard never to get any pay  
 Defendant told him he ought not to  
 make such contracts

Cross examined by Plaintiff

Ques 1 Did you not hear Defendant say if  
 Brown said for him to pay this debt he  
 would do it. Ans. I do not remember



And further this deponent says not  
 William <sup>fish</sup> Shoemaker  
 mark

Also the deposition of Eleanor Wynn  
 defendant in this suit taken December  
 3<sup>rd</sup> 1887 taken at the same place mention-  
 ed in the caption. Witness being  
 first sworn by me he deposes &  
 says - That he sold the W. J. Gilly,  
 C. B. Howard & J. E. Hobbs note now in  
 controversy to William C. Wynn before  
 the Brown debt was made and I never  
 had no other debt on W. J. Gilly the  
 note is filed, with W. C. Wynn's deposition.  
 This is the same note that I told Col Stump  
 & Polk Legg that I got from W. J. Gilly and  
 others for cattle and the reason my  
 son W. C. Wynn left it with me he  
 said he thought Mr. Gilly would come there to  
 pay it. As to the due bill mentioned  
 in this suit as the Winter due bill I  
 know nothing about it I never give it  
 nor I never give any one any leave  
 to do it as I now recollect I cannot  
 write my name I sign by a mark.  
 Will Plaintiffs agent come to my house  
 with a hand full of papers he said he  
 had that due bill but I never saw it



I told him I did not owe it and I would  
 not pay it it was unjust. The order, that  
 was just I would pay & the others I would  
 not. As to the Brown debt that I  
 was to pay <sup>for</sup> Brown he has the timber, <sup>or logs</sup> on  
 the river & he has given up some timber  
 standing to pay this debt & I intend just  
 as soon as these logs & timber is sold to  
 pay according to the order I give Brown  
 to take to Will Hurst & Shelburne agent  
 when he got the goods how in con-  
 troversy - I offered to pay Mr Will some  
 on the Brown debt & an order from Harn-  
 elark some on both debts & he Will said  
 pay it <sup>all</sup> on the Clark order & let the Brown  
 order go to Hell. I also told Will I got  
 that some of the logs was sold & if they were  
 any over <sup>paid</sup> ~~some of the logs~~ himself what Brown  
 owed him he would pay it on the Brown  
 order or debt And further he says  
 not

Cleaner <sup>his</sup> ~~mark~~ <sup>mark</sup>



Virginia Lee County to wit  
I, V. H. Kelly, commissioner in chancery in  
afore said county & state do certify that  
the foregoing deposition of J. H. Will Green  
Huff, W. C. Wynn Olisha Brown W. J.  
Shoemaker & Eleanor Wynn was taken  
before me and was read to and sub-  
scribed by them in my presence at  
the time and the place <sup>and in the action</sup> mentioned in  
the caption the witnesses first being  
duly sworn by me that the evidence  
given in the action should be the  
truth <sup>the whole truth</sup> & nothing but the truth and  
there evidence reduced to writing in  
their presence Plaintiff & defendant  
were both present Given under  
my hand this ~~22~~ December the  
3<sup>rd</sup> 1887

V. H. Kelly Com

Commissioner's Fee \$5.00



Deposition of  
E. Brown & others  
In The Case  
H. & Shelburn vs  
J. Wynn

Read from Court,  
before whom  
taken, & filed  
Decr. 5<sup>th</sup> 1887.  
J. A. Hyatt.

Thashed Dec 9/87.  
In motion of Dep.



I James W Orr of Counsel for E. Wynn  
in the Chancery Cause of Hurst & Shelton  
against said E. Wynn & others, pending in  
the Circuit Court of Lee County Virginia  
do solemnly swear that on the 7th day  
of November 1887 at 2 o'clock P. M. I  
received from Emory T. Emory, a notice  
signed by Hurst & Shelton and ad-  
dressed to E. Wynn, that they would  
on Saturday the 12th of Nov 1887 at the  
Store house of said Hurst & Shelton  
in said County, proceed to take the deposi-  
tions of Carr Bailey & others, in said  
Cause, <sup>said notice is herewith filed marked X</sup> and on the next morning Nov  
10th 1887. I mailed at Jarrsville Va. a letter  
to Mr Wynn informing him fully of said  
notice & directing him to be present at  
the taking of said depositions. This letter  
I addressed to Mr Wynn at his Post office,  
Leonard. Warlan County Ky. and requested  
Mr Cook the Post Master at Jarrsville to  
request the Carrier to tell the Post Master  
at Crab Orchard Lee Co. Va. to forward the  
same promptly to its destination. Mr E. Wynn  
on the 28th day of Nov 1887, came to my  
house & told me he had just received my  
letter a day or two before that, probably he  
said on the day before. So help me God.

James W Orr.



I E. Wynn do solemnly swear that on  
the 27th day of November 1887. I received  
at my <sup>Post</sup> Office, Leonard, in Harlan County  
Ky a letter from James W Orr, one of my  
counsel in the Chancery Cause of Turst  
& Shelhoun against myself & others, pend-  
ing in the Circuit Court of Lee County Va.  
informing me that he had been served  
with notice, by the plaintiffs, that they  
would proceed on the 12th day of said  
December, to take the depositions of Carr  
Bailey & others, <sup>in said cause,</sup> at the store house of  
Turst & Shelhoun in said County of Lee,  
and directing me to be present at the  
taking of said depositions. My son was  
with me when I received said letter,  
and he broke it open and read it to me.  
I can not read writing. This letter was  
the first knowledge that I had of the  
taking of said depositions and I started  
on that same day to Mr Orr's and ar-  
rived at his house on Monday the 28th  
day of Nov 1887. and informed him  
of the time I received his letter &c.  
~~So help me God~~ The distance from  
Lenoireville Virginia by the mail route,  
through Oak Orchard, <sup>to Leonard, my office</sup> is not less than  
thirty miles and the mail from Harlan



County Ky, from my office Leavard goes  
over into Va, on Friday, and back on  
Sunday, and on Tuesday & back either on  
Wednesday or Thursday at each week.  
So with me God.

of this  
E. Wynn  
Pres

The foregoing affidavits were sworn  
to and subscribed before me by the  
affiants. Given under my hand this  
6<sup>th</sup> Decr. 1857

J. H. Hyatt ec



E. Wynn.  
ads { Affidavit  
of 3  
Deputy Sheriffs



Mr E Marsh Wm

You will please take notice that on  
Saturday Nov 12 1887 at the Store-house of Hurst & Shelburn  
in Lee County Va. We will proceed to take the depositions  
of Carr Bailey and others to be read as evidence on  
our behalf in a suit now pending in the Circuit  
Court of Lee County in which we are Plaintiffs  
~~and of the same be read as evidence in a case now pending in the~~  
~~Circuit Court of Lee County at which time and place~~  
~~you can attend and cross examine if you~~  
~~choose to do so.~~  
Nov 4 1887

Hurst & Shelburn



left } notes to  
} take dep

Ed Vernon

---

Ed Vernon  
at 2nd corner of 1st St  
Cor.

X



Virginia Lee County to wit:

This day W. S. Hurst personally appeared before the undersigned and made oath that Elkanah Wynn is justly indebted to said Affiant & L. C. Shelburn doing business as merchants under the firm name and style of Hurst & Shelburn in the just sum of \$80.94, that said firm has present cause of action therefor; that said Wynn is a non-resident of this Commonwealth but has as affiant verily believes estate and debts due him in this Commonwealth. Given under my hand this 21 day of April 1887

James H. Orr Commissioner  
in Chancery for Lee County, Va.

County

Said Hurst also made oath that Jeff. Painter & E. Brown are non-residents of the State of Virginia and is incorporated and business given under my hand this 21st 1887.

James H. Orr Commissioner  
in Chancery



Hurst & Shelburne

vs  
Det. Affidavit

E. Hyman et al

Filed April 21<sup>st</sup> 1887

at New York



I accept the within order to be paid according to order that I gave Oct 9th 1886 to Jasper Witt Apr 2<sup>d</sup> 1887.

Witness J. H. Witt.

Elhanan <sup>his</sup> ~~mark~~ <sup>mark</sup>

Copy from original.



Received of Elkanah Hyman Sixty nine  
dollars and Ninety four cents, the <sup>free</sup> amount  
of an order given by him to Elisha  
Brown on us, and which order was to  
be paid by said Hyman when said Brown's  
timber was sold, and an which order suit  
has been instituted by us in Chancery in  
the Circuit Court of Lee County Va. But  
the payment of the amount of said order  
at this time is not to prejudice the right  
of either party as to who shall be hereafter  
decreed to pay the costs of said suit. The  
said Hyman claiming that the said timber  
has been sold <sup>recently</sup> since the institution of  
said suit and the plaintiffs claiming  
that it was sold before that time  
July 24th 1888 - This amount is in  
no way to prejudice either  
party in said suit -

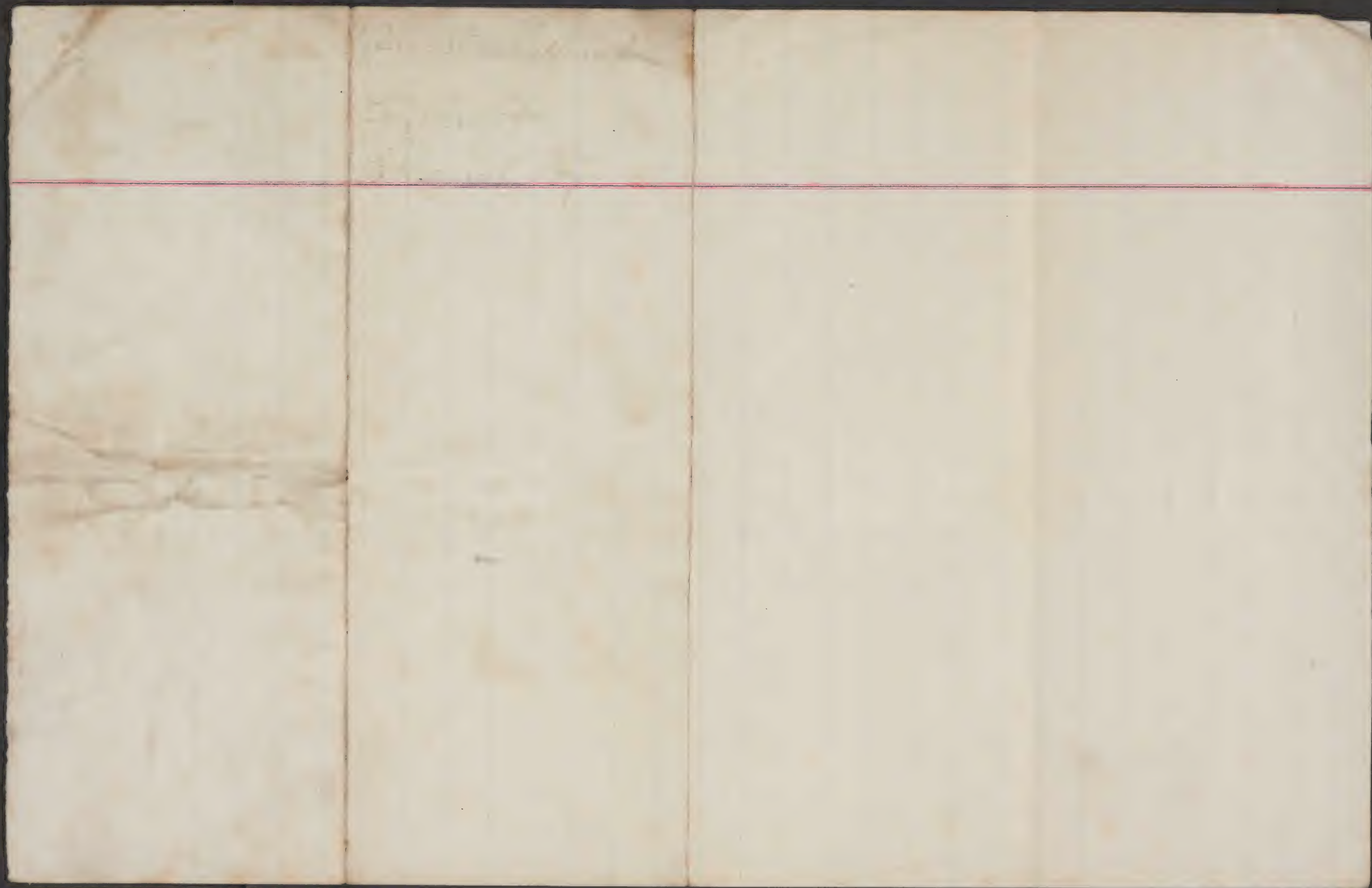
A. L. Pedemore

Att. Gen.

Herbert H. Brown

Jan 10 1888





Poor Quality Original. Best Possible Capture







"B"

Oct the 9<sup>th</sup> 1886  
Mr Jasper Whit  
please to let  
E. Brown  
have goods  
and I will  
see that it is  
paid when his  
bill is paid  
E. Coanall Wyn



Hurst & Shelbourn  
against-

E. Wynn et als

Plffs

Defts

In Chancery

I as one of the counsel for defendant E. Wynn have conferred with said defendant in regard to what he would testify as a witness in said cause, and in regard to what Eliza Braum, Mrs J. Schumaker, Green Huff, & H. C. Wynn will state as witnesses therein, and that I advised said E. Wynn that the testimony, of said witnesses, and of himself, would be important on the trial of the cause, and that he could not safely try without it, and that there are no other witnesses as far as he knows or has been informed by common sense H. Orr.  
the same facts can be proved.



Harriet Shillburn

vs Statement of  
Counsel

E. Wynn et al.

---



Virginia

In the Clerk's office of the Circuit  
Court for Lee County, June 21<sup>st</sup> 1887

Hurst & Shelburn

Deft

vs

In Choy

Ex parte

Wynn et al

Plt

The object of this suit is to recover  
against the defendant, <sup>Ex Wynn</sup> \$80.74 with  
interest and the costs of this suit  
and to subject to the payment thereof  
the debt due from Deft W. T. Gilling  
to said deft. <sup>Ex Wynn</sup> Wynn, which has  
been attached for the purpose, and  
it appearing from an affidavit  
filed in this cause that the  
defendant Elvaugh Wynn is a  
non resident of this State: It  
is therefore ordered that he appear  
here within one month after due  
publication of this order to do  
what may be necessary to  
protect his interest in this suit

L. E. Bidwell, Jr.

Copy

Teste J. C. H. G. 21



Wm. H. Shelburn

Order Pub.  
No. 2

Elkanah Shumaker

I certify that I  
delivered to the Sher-  
iff for publication  
an office copy of  
this order and pos-  
ted a like copy  
thereof on the 22<sup>d</sup>  
door of Lee County  
at the July Term 1887  
of the County Court

J. A. Hyatt



Mr Elkanah Wynn

You will Please take notice  
that on Saturday Nov 12, 1887. at the Stone-  
House of Hurst & Shelburn in Lee County Va. we will  
proceed to take the depositions of Carr Bailey  
and others to be read as evidence on our  
behalf in a Suit now pending in the Circuit  
Court of Lee County in which we are Plaintiffs  
and if the same be not commenced day or day  
and you are left. At which time and place  
~~you may be suit "compulsory" to the Court or the~~  
~~Court and also could have a chance if you choose~~  
~~to appear by a person from time to time and~~  
~~Nov 4 1887~~  
Please to please until complete.  
Hurst & Shelburn



execute by clerks  
and a true copy  
of the minutes to  
J. W. O. 12 at the  
Elkhorn City  
and the same  
being a true and  
correct

A. D. Henry  
Secy. for S. B. Henry & Co



17  
Wesley Hunt & Shelburne

You will please take notice that on  
the 17th day of March 1888 at the R. R. Bailey Store  
house in Shelby County Kentucky, on Clower Creek  
of Cumberland River between the hours of 10 o'clock  
A. M. and 5 o'clock P. M. I will proceed to take the  
depositions of Wm. L. Chambers & others which depositions  
are intended to be used as evidence in my behalf  
in a certain suit on a promissory note bearing my name  
against Wm. L. Chambers & others residing in your  
said County and others are to be taken and  
if from any cause the taking of said depositions was  
not commenced on that day or if commenced was not  
completed the taking of the same will be adjourned  
from time to time and from place to place until  
completed.

Wm. 20th/1888.

Ethelred Thomas

By So. Counsel

Colman's Hymn

or Zephaniah

Isaiah & Shelburne

The accept legal services  
of this matter

Per 10th / 188.

Robert H. Shelburne

Per L. L. Holt Agt.



27  
Messrs. Barrett & Shelbourne.

You will please take notice  
that on the Last day of December 1887 at  
the Storehouse of J. J. Thompson in Lee County  
Virginia I will proceed to take <sup>the</sup> depositions of  
Elisha Brown & others which depositions  
are intended to be read as evidence in ~~my~~  
behalf <sup>of defendants</sup> in a certain suit in Chancery now  
pending in the Circuit Court of said County  
in which you are plaintiffs and I and others  
are defendants and if from any cause the  
taking of said depositions is not completed  
on that day the taking of the same will  
be adjourned from day to day and from  
place to place until completed.

November 28th 1887.

Edmund Thompson.  
By his counsel.

Oliver Hazard

vs 3 Naval

Christie Hillhouse

Exhibited by

William H. Hillhouse

of the State of New York

in the year 1823

at the Court of Sessions

in the County of New York

at the City of New York



# The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting!

WE COMMAND YOU to summon

*Elkanah Hyatt, E. Brown*  
*Left Printer & Am. J. Gilley*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House  
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against *them*, by *Am. J. Gilley*  
*& L. C. Shelbourn merchants and partners trading under the*  
*firm name and style of Hurst & Shelbourn*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said  
Court, at the Court House, this *21st* day of *April* 188*7* in  
the *11th* year of the Commonwealth.

*John A. G. Hyatt* Clerk.

A Copy Teste:





# The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

*Albanus Wm E. Brown*  
*Edw. Winter + Wm. L. Gilley*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House  
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against

*them*, by *Wm. S. Hurst*

*L. C. Shelburne Merchants & Carters trading under the*  
*firm name and style of Hurst & Shelburne*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said  
Court, at the Court House, this *21st* day of *April* 188*7* in  
the *11th* year of the Commonwealth.

*John A. G. Hyatt* Clerk.

A Copy Teste:

*John A. G. Hyatt Clerk*

The proper affidavit having been made the  
officer serving this process will attach the debt  
due from Mr. C. C. C. to defendant Alhambra  
Hymn and the same in his hands so attached so  
secure and provide that the same may be forth-  
-coming & liable to the future order of the Court.

John A. C. Hyatt, Clerk.



# The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greetings

WE COMMAND YOU to summon

*Elhanah Thorne E. Brown*  
*Left Printer & Mr. J. Willey*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House  
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against *them*, by *Wm. S. Hurst*  
*L. C. Shellhouse Merchants & Carriers, trading under the*  
*firm name and style of Hurst & Shellhouse*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said  
Court, at the Court House, this *21st* day of *April* 188*7* in  
the *11th* year of the Commonwealth.

*John A. G. Hyatt* Clerk.

A Copy Teste :

*John A. G. Hyatt* Clerk.

The proper affidavit having been made the  
officer serving this process will attach the debt  
due from Mr J. Gillen to defendant Elhanan  
Horn and the same in his hands so attached  
be secure and provide that the same may be  
forthcoming & liable to the future order of the  
Court

John H. Z. Smith, Clerk.



# The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

*Left Winter & Mr J Gilley* *Elkanah Wynn, E. Brown.*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against *them*, by *Mr S Hurst*  
*J. L. C. Shelbourne Merchants and partners trading under*  
*the firm name and Style of Hurst & Shelbourne*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House, this *21st* day of *April* 188*7* in the *111th* year of the Commonwealth.

A Copy Teste:

*John A G Hyatt* Clerk.  
*John A G Hyatt* Clerk.

The proper affidavit having been made the  
officer serving this process will attach the writ  
due from Mr J Gilley to defendant Alkanah  
Wynn and the same in his hands so attached so  
secure and provide that the same may be  
forthcoming & liable to the future order of the  
Court.

John A G Hyatt. Clerk.



Jonesville V<sup>9</sup> Aug 22/87  
I Jeff Duff Editor and  
Publisher of the Virginia  
Herald, a weekly newspaper  
published in Jonesville Lee  
county V<sup>9</sup> do certify that  
the annexed Chancery order  
has appeared four successive  
in weeks in said paper  
Ending July 15<sup>th</sup> 1887  
Jeff Duff  
Publication for \$5.00

Virginia: In the clerk's office of the cir-  
cuit court for Lee county, June 21st 1887

Hurst & Shelburn Plff,

VS

Elkanah Wynn et al Deft

In Chey.

The object of this suit is to recover  
against the defendant, Elkanah Wynn  
\$80.94 with interest and the costs of this  
suit and to subject to the payment there-  
of the debt due from Deft W. T. Gilley  
to deft. Elkanah Wynn, which has been  
attached for the purpose, and it appearing  
from an affidavit filed in this cause that  
the defendant Elkanah Wynn is a non  
resident of this state: It is therefore, or-  
dered that he appear here within one  
month after due publication of this order  
to do what may be necessary to protect  
his interest in this suit.

A copy

Teste, J. A. G. Hyatt, C C

A. L. Pridemore, p q



Hurst & Shelburn  
V. J. Dub. certificate  
Elkanah Wym et al

Order of Publication

Five \$500

A. L. P.